

CARPENTERS DISTRICT COUNCIL )  
OF KANSAS CITY PENSION FUND, )  
*et al.*, )

V. )

RICHARDSON DRYWALL, LLC, )

Case 4:13-cv-00968-BP Document 9 Filed 12/19/13 Page 1 of 2

- Plaintiffs shall recover from Defendant unpaid fringe benefit contributions equal to the number of hours found by said accounting to have been paid to employees covered by said agreements times the hourly amounts due under said agreements. The assessment of liquidated damages, attorneys' fees, audit costs, interest, court costs and judgment for same is reserved until a full accounting has been completed and the specific total amounts Defendant owes Plaintiffs for said time period is ascertained.
- Defendant shall specifically perform the provisions of the collective bargaining agreements and Trust Agreements, present and future, relating to the reporting and payment of fringe benefits contributions to Plaintiffs on behalf of employees working under the collective bargaining agreements.
- Defendant shall put up cash deposits in advance of work and/or enter into an escrow arrangement with Plaintiffs or post a corporate bond guaranteeing performance under the collective bargaining agreement and Trust Agreement.
- Defendant shall maintain records with respect to each employee sufficient to determine the fringe benefits due or which may become due to such employees as required by Section 209 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1059.

The Clerk's Office shall mail a copy of this Order, by regular and certified mail, to Defendant at the following address:

John L. Williams  
Registered Agent for Richardson Drywall, LLC,  
d/b/aMRD Construction,  
d/b/a Richardson Drywall, LLC  
600 Broadway, Suite 230  
Kansas City, MO 64105

**IT IS SO ORDERED.**

/s/ Beth Phillips  
BETH PHILLIPS, JUDGE  
UNITED STATES DISTRICT COURT

DATE: 12/19/2013